5-19-1988

Re Canada Post Corp and CUPW

Innis Christie
Dalhousie University Schulich School of Law

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IN THE MATTER OF AN ARBITRATION

BETWEEN: THE CANADIAN UNION OF POSTAL WORKERS (The Union)

AND:

CANADA POST CORPORATION (The Employer)

RE: C.U.P.W. National; Implementation of Appendix "P" (Saturday counter service: interim award).
C.U.P.W. Grievance No. N-1000-H-20;
C.P.C. Arbitration No.

Before: Innis Christie (Arbitrator)

At: Ottawa, Ontario

Hearing Dates: April 25 and 26, 1988

For the Union:

Paul Kane - Counsel
Deborah Bourque - C.U.P.W. National Representative

For the Employer:

Heidi Levenson Polowin - Counsel
Al Brown - Manager, Labour Relations
David Jamieson - Labour Relations Officer, C.U.P.W. Portfolio
Murray Featherstone - Director, Counter Programs Corporate Representative

Date of Interim Award: May 19, 1988

National Union grievance alleging violation of Appendix "P" of the Collective Agreement between the parties for the Postal Operations Group (Non-Supervisory): Internal Mail Processing and Complementary Postal Services, signed April 2, 1985, and bearing the expiration date September 30, 1986, maintained in force and effect by the Postal Services Continuation Act, 1987, Bill C-86, in that the Employer failed to implement the provisions of Appendix "P" by creating jobs and expanding services in C.U.P.W. staffed outlets. The Union requested an order that the Employer comply with Appendix "P" and, specifically, that the Employer provide the Union with the results of its studies, examination and analysis in the area of expanded services and job creation.

At the conclusion of the April 26 hearing day counsel for the Union requested an interim award directing the Employer not to implement its plans for certain Saturday closings until the issue of the final award in this matter.

At the outset of the hearing the parties agreed that I am properly seized of this matter and that I should remain seized after the issue of the award, and that any time limits, either pre- or post-hearing, are waived.

INTERIM AWARD

Appendix "P" to the Collective Agreement between the parties is a letter from the Employer in which it makes certain commitments to "job creation". The grievance with which I am now seized alleges that the Employer has failed to

implement Appendix "P" in a number of respects, one of which is that by discontinuing Saturday morning operations in a number of C.U.P.W. staffed postal stations and outlets across the country the Employer has eliminated rather than created jobs. According to Union counsel the Saturday morning closures in question are to be put into effect on May 7, May 14 and June 14. He therefore requested that I order the Employer not to proceed with the elimination of these Saturday morning hours until my final award in this matter has been issued. Both parties recognize that it may be as much as six months before the hearings on this matter are concluded and my award is issued. Counsel for the Employer objected to the issue of the interim order requested by the Union on the ground that I had no jurisdiction to make such an order and, alternatively, on the ground that the order requested is not appropriate in the circumstances.

Appendix "P" provides:

Mr. Jean-Claude Parrot
National President
Canadian Union of Postal Workers
280 Metcalfe Street, 3rd Floor
Ottawa, Ontario
K2P 1R7

Dear Mr. Parrot:

Re: Job Creation

The Corporation wishes to affirm its desire and commitment to an in-depth analysis and action program of job creation opportunities in full consultation with the Union during the term of this agreement.

A commitment to examine cost-effective job creation programs was given last year which has resulted in the Retail Outlets Experiment agreement signed by CUPW and

the Corporation. The initial success of the agreement has encouraged the Corporation to initiate another joint program of development with the Union.

The Corporation anticipates that many new jobs will in fact be created in the months and years ahead. We are proposing to begin immediately in the following areas:

extend the experiment on New Direction Outlets to September 30, 1986 to increase these from the current five (5) to a total of nineteen (19).

begin to phase-in progressively new retail products and services for sale at the counters initially in the New Direction Outlets and subsequently if successful in other Outlets. These products include stamp coasters, stamp playing cards, stamp paperweights, pensets, etc., parcel wrapping materials and products of departments of the Federal Government and agencies.

provide increased access for service to customers through extended hours for postal stations at key periods and locations across Canada as conditions warrant. The Corporation is currently examining the results of such an extended hours program that occurred in the three (3) week period preceding Christmas 1984 at some 335 offices and the results will be used to determine the criteria for the proposed extension of the program. This will involve a consideration on a location by location basis of such factors as revenue, cost, service, the enhancement of the reputation of the Corporation and customer satisfaction.

begin the practical phased-in implementation of Electronic Bulk Mail - a part of our business that will necessarily increase in importance in the future as greater proportions of mail are moved by electronic means. This will ensure that similarly to current electronic mail service, CUPW members will benefit from greater job opportunities in Electronic Bulk Mail as volumes increase.

> We will also examine a range of other initiatives such as the expanded sale of packaging materials, the sale of transit tickets, the payment of utility bills, the sale of hunting and fishing licenses, the sale of letter cassettes and catalogue sales and distribution.
>
> Success will require a high degree of continuing cooperation and objective analysis between the parties so as to realize the full potential both in terms of job creation and customer service. We welcome the opportunity to work closely with the Union to achieve these goals.
>
> Yours sincerely,
>
> Stewart T. Cooke
> Executive Vice-President
> Personnel and Labour Relations

In relation to the Employer's discontinuation of Saturday morning counter service the Union relies particularly on the first paragraph and on the third sub-paragraph of paragraph three of this letter. In other words, the Union's submission is that the elimination of Saturday morning hours in a number of C.U.P.W. staffed outlets and postal stations is the opposite of an "action program of job creation opportunities" and of the proposal to begin to "provide increased access for service to customers through extended hours for postal stations at key periods and locations across Canada as conditions warrant".

The Employer action which the Union has asked me to prohibit on an interim basis, until the issuance of the final award in this grievance, is set out in the following letter from H.R. Hughes, Labour Relations Officer with the Employer, to Mr. D. W. Tingley, the Union's 1st National Vice-President, dated September 10, 1987:

Re: Saturday Counter Operations -
Staff Offices and Postal Stations
(Excluding N.D.O.'s)

It is the intention of the Corporation that Saturday counter service be discontinued at the above noted offices.

Specifically, those offices which will be affected are shown on the attached lists which itemize, by Division;

1) name of office
2) number of CUPW positions working the Saturday hours
3) hours of Saturday counter operations
4) name and position number of CUPW personnel involved.

Please note that the information noted in point "4" above for the Atlantic Division will be forwarded as soon as it is available.

It should be noted that no CUPW position will be lost solely because of this program. Any overtime currently required to provide this service will be discontinued.

Rotational hours will be retrenched during the week at local discretion.

Should you wish to consult on this program, please contact the undersigned.

Attached are fifteen pages of lists of locations where Saturday counter service will be discontinued. On September 18 Mr. Hughes wrote again, this time to J. C. Parrot, the Union's National President, stating that a number of "smaller offices" were inadvertently included in the lists attached to the letter of September 10. He attached a list of those offices, which the Employer did not "at this time" intend to include in the program of Saturday closures. For purposes of this award the Saturday closures issue is adequately explained by reference to the

following Employer minutes of a national consultation between the parties which took place on September 22, 1987. Those minutes state:

> In Attendance:
>
> | For C.P.C. | For C.U.P.W. |
> |---|---|
> | R. Devlin | D. Bourque |
> | B. Hughes | J. Woods |
> | G. Hebert | |
> | A. W. Brown | |
> | M. J. Mathieu | |
>
> Re: Saturday Counter Closures
>
> The meeting convened at 10:30 a.m.
>
> The Corporation began by explaining the rationale for the Saturday closures of counter services as being part of the Business Plan to increase service and decrease costs.
>
> At the present time, there is considerable inconsistency in Saturday service across the country, and it is the intention of the Corporation to establish more consistency by closure of counters listed in the package sent to the Union.
>
> The Corporation stated that no timetable for the implementation of this plan has been established so far.
>
> The Union asked if there had been any specific surveys or studies done to indicate the need for Saturday closures.
>
> The Corporation referred to the cost of Saturday operations as compared to the revenue collected and the numbers of the public served. Further, that the cost of higher absenteeism rates (12 man-days per year) on Saturdays added to the Corporation's incentive in this matter.
>
> The Corporation informed the Union that the New Direction Outlets will not be included in the closure plans.
>
> The Union wished to know what would be done with the surplus positions created by the Saturday closures.

The Corporation assured the Union that it had no intention of decreasing positions as a result of this plan. One possibility may be to move surplus hours back into the Monday to Friday operation. Another may be that less relief wicket clerks will be required.

The Union voiced concern that customers would lose access to lock box lobbies when Saturday closures go into effect.

The Corporation explained that lock box lobbies will remain open where they are accessible to the public adjacent to existing postal counter facilities.

The Union wished to know if the present list of which they are in receipt is the full extent of the Corporation's planned closures of if more will be added as time goes by.

The Corporation indicated that the list of small offices not to be closed may be included in later plans.

The Union raised concern about the Halifax Mall outlet conversion and why it had been included in the list of Saturday closures.

The Corporation stated that it would be removed from the list.

Union asked if the Corporation was aware that this issue is at the bargaining table.

The Corporation explained that this is not a new practise, but has been done across the country for a number of years.

In outlining the general procedures for implementation, the Corporation gave a thirty (30) to ninety (90) day time frame.

The Union stated its position, saying that all counter closures would be subject to National consultation, and that the National Director would be involved in all consultations.

The Corporation then stated its position, saying that consultation on schedule changes is at the Local level, not the National level.

The Union wished to know what would be done with Relief counter clerks.

The Corporation replied each case would have to be decided locally.

The Union requested copies of the studies to determine which counter operations were not needed on Saturdays.

The Corporation advised the Union that no independent company had been employed in this program. Decisions stemmed from observation by local management representatives on an ongoing basis.

The Union objected to local Postmasters deciding on the requirement for Saturday service. They felt there should be some specific criteria utilized for application to all situations.

The Corporation advised the Union that we were consulting here on principle, not on individual offices. The Union will be able to address specifics at local level consultations.

The meeting adjourned at approximately 11:05 a.m.

The Union grievance states as follows:

The Canadian Union of Postal Workers grieves that the employer has violated Appendix "P" of the collective agreement by failing to implement the provisions of Appendix "P", and create jobs and expand services in CUPW staffed outlets.

Corrective Action Requested

1) That the employer provide CUPW with the results of its studies, examination and analysis in the area of expanded services and job creation.

2) That the employer comply with Appendix "P".

The Employer's reply, dated "87-12-11" was:

> Your grievance has been discussed with a National Representative of your Union on November 5, 1987 in Ottawa.
>
> Following a review of the facts surrounding this grievance it has been determined that no violation of the collective agreement has occurred.
>
> The Corporation maintains that its obligations under Appendix "P" have been fulfilled. The experiment of New Direction Outlets was extended, new retail products and services were progressively phased in for sale at counters in the New Direction Outlets. Further expansion of these products and services was contingent upon their success in the New Direction Outlets. In addition, the Corporation did provide increased access to service for customers through extended hours at select locations. The practical phased-in implementations of Electronic "Bulk" Mail was begun, and a study examining the viability of a range of other initiatives including the sale of packaging materials, the sale of transit tickets etc., was completed.
>
> The Corporation's obligation under Appendix "P" has been met, and the grievance is denied.

During the two days of hearing preceding the request by Union counsel for the interim order prohibiting the Saturday closures I heard two witnesses. Most of the time was spent hearing the evidence of Bill Chedore, who was 1st Vice President of the Union from April 1983 to May of 1987, and is now no longer employed by the Union or the Employer. His testimony related to Appendix "P" generally. The other witness was Deborah Bourque, a Union representative in the National Office, who testified specifically with respect to

the Saturday closures. Because the Employer has not had any opportunity to call its witnesses I am reluctant to make findings of fact based on Union evidence alone, but I do note that according to Ms. Bourque's testimony the Saturday closures affect some three hundred Union members and eliminate between one thousand and fifteen hundred hours of work weekly. Neither Ms. Bourque nor counsel for the Union suggested that any of these employees have lost their jobs as a result of the Saturday closings. There may have been some loss of overtime and in Ms. Bourque's view it is clear, particularly in Atlantic Canada, that the Employer is proceeding to reduce the wicket staff through attrition.

The Issues:

(1) The first issue is whether I have power, in an interim award, to order the Employer not to proceed with the elimination of the Saturday hours in question until I make my final award in this grievance.

(2) If such an order is within my jurisdiction, the next question is whether the order requested is appropriate in the circumstances.

Decision:

(1) Counsel for the Union relied on Re Samuel Cooper and Co. Ltd. and International Ladies' Garment Workers' Union (1973), 35 D.L.R. (3d) 501,in which the Ontario Divisional Court upheld

the award of arbitrator Arthurs in Polax Ltd. (1972), 24 L.A.C. 201, where the arbitrator not only ordered the employer to compensate the grieving union for past breaches of the collective agreement but also enjoined future breaches. Even without that authority, I do not think there is any room for doubt that under this Collective Agreement an arbitrator can not only order compensation but can also make both negative and affirmative orders. Article 9.39 provides:

> 9.39 General Powers of the Arbitrator
>
> The arbitrator shall be vested with all the powers that are necessary for the complete resolution of the dispute. Where the arbitrator comes to the conclusion that the grievance is well founded, he may grant any remedy or compensation that he deems appropriate. More particularly, he may:
>
> (a) render a mere declaratory decision;
>
> (b) require the Corporation to rescind a decision which has been contested and to restore the situation as it existed prior to said decision;
>
> (c) evaluate the circumstances surrounding an abandonment of position or a resignation and decide in such a case on the validity of the employee's consent.
>
> It is understood that the arbitrator shall be vested with all the powers conferred upon him by the Canada Labour Code.

For example in my decision of March 31, 1988 between these parties, in C.U.P.W. National: Consultation on the Establishment of Franchise - Spryfield, Halifax, N.S., I directed the Employer to cease to allow a franchisee to provide specified services until the Employer had held constructive consultation with the Union.

The serious jurisdictional issue, therefore, is not whether I can make an injunctive order but whether I can make such an order in an interim award. This turns on the interpretation of Article 9:37:

> 9.37 Interim Decision
>
> The arbitrator may render any interim or preliminary decision that he considers appropriate. He may also, when rendering a decision, remain seized of the grievance to determine the quantum of compensation payable, if any, if the parties fail to agree, or to correct clerical mistakes or errors arising from accidental slips or omissions, upon the request of either party.

Counsel for the Union made an argument based on cases in which it has been held that the courts do not have jurisdiction to enjoin breach of a collective agreement. Because of this, he submitted, the enforcement of the collective agreement is for the arbitrator. Counsel relied in particular on Shank v. The K.V.P. Co. Ltd., [1966] 2 O.R. 847 (H.C.) and Denis v. Galway Realties Ltd., [1973] 3 O.R. 15 (Forgarty, Co.Ct.J.). In both of those cases the court took the Ontario Rights of Labour Act, R.S.O. 1970, c.416, s.3(3), significantly into account but courts in other provinces where there is no similar legislation appear to have reached the same conclusion.

Thankfully, it is unnecessary for me to deal further with the cases cited, or with the question of whether the Rights of Labour Act applies to an arbitration in the federal jurisdiction, because in my opinion the question of whether or not courts have interim injunctive power in the enforcement

of collective agreements does not matter in the determination of whether an arbitrator has that power. Arbitration is manifestly the statutorily preferred mechanism for adjudicating upon and enforcing collective agreements, but arbitrators have no powers, apart from those bestowed by the collective agreement on the relevant legislation, so what the courts can, or cannot, do is not determinative arbitral jurisdiction. The reverse, of course, is not true. The courts, therefore, have quite properly been concerned with the powers of arbitrators in determining what role the courts themselves should take in the enforcement of collective agreements.

Article 9.39 of the Collective Agreement, which I have already quoted, refers to the powers conferred upon the arbitrator by the Canada Labour Code. There is nothing explicit in Section 157 or Section 118(a), (b) or (c), which Section 157 incorporates by reference, that bears directly on the question of whether or not an arbitrator in the federal jurisdiction has power to issue an interim order of the sort requested here, but it is worth reiterating that Section 155(1) provides:

> Every collective agreement shall contain a provision for final settlement without stoppage of work, by arbitration or otherwise, for all differences between the parties to or employees bound by the collective agreement, concerning its interpretation, application, administration or alleged violation.

Like the Ontario Divisional Court in the Samuel Cooper case, cited above, (see pp. 505-6) I take language such as this to

indicate that arbitrators "ought to have the necessary powers to achieve such results"; in this case, to be able to issue an interim injunctive order, where appropriate; in that case to make a quia timet order. This sort of reasoning is, of course, the foundation of the decision in Re Polymer Corporation and Oil, Chemical and Atomic Workers' Union, Local 16-14 (1961), 26 D.L.R. (2d) 609; Aff. 28 D.L.R. (2d) 81 (Ont. C.A.); Aff. (1962), 33 D.L.R. (2d) 124 (S.C.C.), Sub. Nom. Imbleau et al. v. Laskin et al., in which the Supreme Court held that an arbitrator did not exceed his jurisdiction by awarding damages for breach of a collective agreement in the absence of an explicit power to do so.

Against that background I have no difficulty in concluding that the opening words of Article 9.37, "The arbitrator may render any interim or preliminary decision that he considers appropriate", must be interpreted as giving me jurisdiction to make an order of the sort requested by the Union here. The fact that Article 9.37 goes on to provide explicitly that, when rendering a decision under this collective agreement, an arbitrator may remain seized to determine the quantum of compensation or to correct errors upon the request of either party, does not, in my opinion, detract from the jurisdiction granted by that first sentence.

Similarly, my conclusion is buttressed by the statement in Article 9.39 that "The arbitrator shall be vested with all the powers that are necessary for the complete resolution of

the dispute", and I do not read the specifics set out in paragraphs (a), (b) and (c), as detracting from the generality of the powers vested by the broader statement. Further, I do not read as intended to be limiting the statement in Article 9.39, "Where the arbitrator comes to the conclusion that the grievance is well founded, he may grant any remedy ...that he deems appropriate". I take these specifics as intended to clarify, not detract from,the arbitrator's powers.

Counsel for the Employer submitted that jurisdiction to make an order such as that requested here could only flow from a "status quo" clause, such as that dealt with by arbitrator McColl in Pacific Press Ltd. (1982), 7 L.A.C. (3d) 314. The collective agreement there provided:

> 6. Conditions prevailing prior to an action or circumstance which results in a grievance shall be maintained unchanged pending final settlement of the grievance as provided herein except in cases of discharge, when Section 2 of Article VII shall apply.

This, she submitted, was what these parties have provided for in Article 10.10(b), but only with respect to releases for incapacity:

> If a grievance is submitted prior to the end of the thirty (30) day period mentioned hereinabove, the employee shall not be released until the grievance has been settled or disposed of by the arbitrator.

Counsel for the Employer submitted that since the parties had made explicit provision for maintenance of the status quo in

Article 10.10(b) no such intention should be attributed to them where they had chosen to make no such provision.

I am not persuaded by these arguments of counsel for the Employer. Such status quo clauses, whether general as in Pacific Press or specific as in Article 10.10(b), are explicit undertakings by the Employer, which the Employer must obey and which, if they are not obeyed, may be enforced by an arbitrator with appropriate penalties for breach. The power of an arbitrator to enjoin an alleged, and perhaps apparent, breach of the collective agreement on an interim basis is quite a different thing. It does not constrain the Employer until the interim order is issued. I do not agree, therefore, that the failure of the parties to include a general "status quo" clause in their collective agreement impliedly strips the arbitrator of powers that would otherwise be part of a general grant of remedial power in the collective agreement, and consistent with the direction of Parliament in Section 155 of the Canada Labour Code. The same may be said of the parties' failure to make specific provision for the maintenance of the "status quo" in relation to one part of the collective agreement where thay have done so in relation to another. I would be inclined to this view even in the absence of the opening words of Article 9.37 but, considering that in this Collective Agreement the parties have explicitly provided that "The arbitrator may render any interim...decision that he considers appropriate", I have no doubt that the order requested by the Union is within my jurisdiction.

(2) I now turn to the question of whether, under the circumstances before me, I should order that the Employer not proceed to eliminate the Saturday hours in question until I have issued my final award in this matter. Essentially, this determination must be made on a balance of the legitimate interests of the parties. The Union as the grievor here, and as the party requesting the interim order, must satisfy me that it is "appropriate" to order the Employer not to eliminate Saturday morning hours in its C.U.P.W. manned postal stations and other operations until this grievance can be fully disposed of.

Counsel for the Union argued that there was no evidence before me of any adverse effect that would be suffered by the Employer if it were ordered to maintain the Saturday morning working hours in question until the issue of my final award in this matter. To make the order requested by the Union on this basis would be strikingly unfair to the Employer. Reduced to only slightly over-simplified terms, what would then have occurred is that the Union would have agreed to two days of hearing for the arbitration of its grievance and, having used up most of the time with what will amount to only part of its evidence, it would have obtained an order very much in its interest quite possibly due to the fact that the Employer had not had an opportunity to put its case. In that scenario I am more attracted by the submission of counsel for the Employer that it would be quite unfair for me to issue

the order requested, having heard only one side of the evidence. In my view neither of these submissions can be given overriding weight in determining whether to grant an interim order such as that requested here,but both must be paid heed.

What this matter boils down to is that I should only grant the order requested if I am satisfied, on the basis of the evidence and argument which I have heard, that the grievor Union will be irreparably damaged if I do not make the interim order, and that the Employer will not be irreparably damaged if I do make the interim order and it turns out, at the end of the proceeding, not to have been justified. By "irreparable damage" I mean serious damage that cannot be compensated by a money award. Moreover, it does seem to me that in a proceeding of this kind counsel for the Union had some duty to foresee how long his case would take and to attempt to arrange enough days of hearing for all of the evidence and argument. I would be more disposed towards granting the interim order if the Union had completed its case and was facing a long adjournment because the Employer was taking an unpredictably long time to make its case.

I must say in passing that I am not particularly impressed by the submission of counsel for the Employer that if the Union was going to ask for this interim award it should not have waited for such a long time after the announcement of the elimination of the Saturday hours, last September. The Union grieved very shortly after that announcement, the Employer's

reply was not received until very late in the fall and the Union was then faced with the normal delay of bringing the matter to arbitration. I do not see what more the Union could have done in that respect.

Thus far I have heard no evidence on the damage the Employer would suffer if I were to order that the elimination of Saturday morning wicket hours be delayed, but in the context of a request for an interim order such as this, made by the Union, with no real opportunity for the Employer to call such evidence, I am quite prepared to assume that the Employer's legitimate business plans would be adversely affected and that it would suffer financially. On the Union's evidence alone, one thousand to fifteen hundred hours each Saturday are involved. Whether those are straight time or overtime hours, they are obviously a significant cost to the Employer which is unlikely to be offset by much overall increase in business from staying open. It is true, I suppose, that if I were to issue the interim order, and then at the end of these proceedings, I were to find that the Saturday closings were not a breach of Appendix "P", I could hear evidence on the basis of which the Employer's financial loss could be calculated and an order for compensation made. However, the onus is on the Union not only to show that the damage to the Employer's interest would not be irreparable but, first, to show that the damage to its own interests would be.

On the evidence I have heard so far I have no reason to think that any of the Union's members will lose their jobs as

a result of elimination of the Saturday morning wicket hours. Some of them may lose opportunities for extra hours or over-time payments, but that is not clear. The Union's problem with any loss that its members are likely to suffer is not that it is a loss which could not be compensated by an award of money. Rather, with diminution of the workforce through attrition, the problem is that it will be very difficult for the Union to prove that any loss of hours that trickles down to affect part-time employee members of the Union is in fact attributable to the Saturday closings, rather than some other change in the Employer's business.

The nature of the Union's potential loss must be considered together with the fact that it is far from apparent that the Union's grievance will succeed on its merits. In other words, if the Employer's breach of the Collective Agreement were more readily apparent I would be more easily persuaded to grant such an interim order on the basis that the Union's loss will be very difficult for it to establish.

I do not consider it appropriate to go much further than I already have in pre-judging the merits of the Union's grievance as it applies to the elimination of Saturday counter operations in staff offices and postal stations other than New Direction outlets. I will say, though, that it is not readily apparent that the first paragraph of Appendix "P" creates a right the breach of which is grievable. Nor is it clear that the Employer statement:

> We are proposing to begin immediately in the following areas: ...provide increased access for service to customers through extended hours for postal stations at key periods and locations across Canada as conditions warrant

created an obligation which was breached by eliminating Saturday counter operations at specified locations across the country. I am, of course, prepared to hear further evidence and argument on those points, but at this point the Union's case is not sufficiently strong, nor is the likelihood of irreparable harm sufficiently apparent, that I am prepared to issue the interim order requested.

Nothing in this award precludes the Employer from proceeding as it otherwise would have with respect to the elimination of Saturday counter operations. If at the end of this process I conclude that those actions on the part of the Employer constituted a breach of the Collective Agreement it may, of course, be subject to whatever remedial orders are then appropriate.

Innis Christie, Arbitrator